

Public Offer of a Contract

CYPRUS Nicosia

1. GENERAL PROVISIONS

1.1. Located on the site www.nday.eu, this document is an official public offer of ND HOLDING LTD, and contains all essential terms of sale, payment, delivery, and goods presented on the Seller's site.

1.2. In the event a legal entity or an individual accepts the conditions set forth below, and completes payment for services, he/she becomes a Buyer; the acceptance of the Offer is tantamount to concluding a contract on the terms set forth in the Offer, while Seller and Buyer together – to Parties of the Contract based on the Offer. Acceptance of this Contract, which is based on the Offer, is done by Buyer, when he/she selects the option "I accept and agree to the terms of the offer", and clicks the button "Make Order" while placing his/her Order on the Website.

1.3 Buyer agrees to carefully read the text of this Offer. If Buyer does not agree with its terms, with any point of its conditions, Seller offers Buyer to refuse both to sign the Contract based on the Offer, and to use Seller's services.

2. TERMS AND DEFINITIONS

2.1. **Buyer:** a legal entity or an individual who places orders on the site www.nday.eu. By agreeing to the terms of the Offer, Buyer acknowledges that he/she is a capable citizen of over 18 years, or a representative of an operating company, and has all necessary documents enabling him/her to act on behalf of this legal entity.

2.2. **Seller:** ND HOLDING LTD

2.3. **Company:** ND HOLDING LTD; Internet address : www.nday.eu. The Website presents the goods which Seller offers to its Buyers, as well as the terms of payment for and delivery of these Goods.

2.4. **Website:** www.nday.eu

2.5. **Order:** place in the business project called *New Day*.

2.6. **Goods:** material objects (cars or apartments) offered on the site.

2.7. In this Offer, terms not defined in Section 2 may be used. In this case, the interpretation of such terms shall take place in accordance with the text of this Offer. In the absence of a clear interpretation of a term

in the text of the Offer, such interpretation should be guided by the meaning of the term on the Seller's Website www.nday.eu in the first place, or in the Internet in the second.

3. SUBJECT OF THE OFFER

3.1. The subject of the present Offer of a Contract is selling goods presented on Seller's Website to Buyer through multi-level sales, based on Buyer's orders.

4. INFORMATION ON GOODS

4.1. Goods presented on Seller's Website are socially important goods – apartments and cars. Learning information about them is possible either on Seller's Website or on those of car dealers.

4.2. Certificates for sale for all Goods presented on Seller's Website are acquired.

5. PROCEDURE TO ACQUIRE GOODS

5.1. Buyer shall go through the registration procedure on the Seller's Website www.nday.eu, which requires mandatory proof of acquaintance with the terms of this Offer of a Contract. Buyer is responsible for the accuracy of the information provided for registration and order placement. Otherwise, Seller does not bear responsibility for the timely payment and delivery of goods.

5.2. Registered Buyer has the right to place an order for any Goods presented on Seller's Website.

5.3. Orders are accepted by Seller through a system where orders are placed on order tiers, which is integrated into the Seller's Website.

6. PROCESSING AND STORAGE OF PERSONAL INFORMATION

6.1. When registering, Buyer shall provide following information about himself/herself: name, first name, sex, date of birth, place (city, municipality) of residence, passport number, email address, phone number and password to access the site. For correct order processing, purchasing, and customer delivery, Buyer shall provide a valid address.

6.2. Seller is not responsible for the accuracy and content of information provided by Buyer.

6.3. All information received by Seller from Buyer is confidential, and can not be transferred to third parties without Buyer's permission except as described in Section 6.4. and 6.6. in this Offer of a Contract.

6.4. Buyer agrees that Seller processes his/her personal data (including transfer to third parties), which were transferred to Seller to enable him/her to fulfil obligations to execute this Contract for Buyer, as well as to promote new products and services.

6.6. Seller has the right to send advertising materials or newsletters to Buyer. Buyer has the right to refuse receiving advertising materials and newsletters; he/she may express this refusal by sending a request hereof via a feedback form on this Website or by changing settings in the personal section of the Website.

7. PRICE OF GOODS AND PAYMENT TERMS

7.1. Payment for Buyer's orders shall happen in euro by transferring money to the Seller's account or by other payment methods indicated on the Website (payment by coupons, bank wires, and payment by credit card).

7.2. Seller reserves the right to change prices unilaterally. The price of goods already ordered by Buyer shall not be subject to change.

8. LIABILITIES OF THE PARTIES

8.1. For failure or improper performance of obligations under this Contract, Parties shall bear responsibility in accordance with applicable law.

8.2. Under the Offer of a Contract, Seller under no circumstances shall be liable for:

a) any action and / or inaction which derives directly or indirectly from any action / inaction of any third party;

b) any indirect loss and / or lost profits of Buyer and / or third parties, regardless of whether he/she could foresee the possibility of such damages;

c) the use (the inability to use) or whatever consequences of the use (the inability to use) of the payment form for goods which Buyer has chosen under the Offer for Contract.

8.3. The aggregate liability of Seller under the Offer for Contract, deriving from any claim or claims in respect to the Contract or its execution, constitutes the amount limited to the amount paid by Buyer to Seller under the Contract.

8.4. Without prejudice to the above, Seller shall be exempt from liability for breach of the Offer for Contract, if such breach is caused by force majeure (force majeure), including: the actions of public authorities, fire, flood, earthquake and other natural disasters, lack of electricity and / or failures of computer networks, strikes, civil commotion, riots, any other circumstances, without limitation to those listed above, that may affect the performance of the Offer for Contract by the Seller.

8.5. All disputes shall be resolved through negotiations between Parties. If disputes can not be settled by negotiation, they shall be submitted to the Arbitration Court of Nicosia, Cyprus.

9. DURATION, AMENDMENT, TERMINATION OF OFFER CONTRACT

9.1. The Contract shall enter into force upon receipt of funds on Seller's account specified in clause 1.2 of the Offer, and is valid for an unlimited period.

9.2. Declaration by a court that any of the points in the Offer for Contract are invalid does not entail the nullity of other points.

SELLER'S DETAILS:

ND HOLDING LTD

Legal address:

8010 Paphos Cyprus, Nikola Nikolaidi 3

Savva Plaza Building, 1st Floor Flat/office 110